

HAINES LAW GROUP, APC
 Paul K. Haines (SBN 248226)
 phaines@haineslawgroup.com
 Sean M. Blakely (SBN 264384)
 sblakely@haineslawgroup.com
 Liam A. Hall (SBN 358204)
 lhall@haineslawgroup.com
 2155 Campus Drive, Suite 180
 El Segundo, California 90245
 Tel: (424) 292-2350
 Fax: (424) 292-2355

Attorneys for Plaintiff

FILED
 Superior Court of California
 County of Los Angeles

07/13/2026

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

VALENTINA JAQUEZ, as an individual and
 on behalf of all others similarly situated,

Plaintiff,

vs.

BURGEON DTLA MANAGEMENT L.L.C.
 d.b.a. E-CENTRAL HOTEL DOWNTOWN
 LA, a California Limited Liability Company;
 and DOES 1 through 100, inclusive,

Defendants.

Case No.: 26STCV14975

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS**
 (LABOR CODE §§ 1182.12, 1194,
 1194.2, 1197);
- (2) **MEAL PERIOD VIOLATIONS**
 (LABOR CODE §§ 226.7, 512, 558);
- (3) **REST PERIOD VIOLATIONS**
 (LABOR CODE §§ 226.7, 516, 558);
- (4) **FAILURE TO REIMBURSE
 NECESSARY BUSINESS
 EXPENDITURES (LABOR CODE §§
 2802, 2804);**
- (5) **WAGE STATEMENT VIOLATIONS**
 (LABOR CODE § 226 et seq.);
- (6) **WAITING TIME PENALTIES**
 (LABOR CODE §§ 201-203);
- (7) **UNFAIR COMPETITION (BUS &
 PROF CODE § 17200 et seq.); and**
- (8) **CIVIL PENALTIES UNDER THE
 PRIVATE ATTORNEYS
 GENERAL ACT (LABOR CODE
 § 2698 et seq.).**

**DEMAND FOR JURY TRIAL
 UNLIMITED CIVIL CASE**

1 Plaintiff Valentina Jaquez (“Plaintiff”) on behalf of herself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint against
3 Defendant Burgeon DTLA Management L.L.C. d.b.a. E-Central Hotel Downtown LA, a
4 California Limited Liability Company, and DOES 1 to 100, inclusive (collectively “Defendants”),
5 and on information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
8 action for recovery of unpaid wages and penalties under California Labor Code sections 201-204,
9 226 *et seq.*, 226.7, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802 and
10 2804, California Business and Professions Code section 17200 *et seq.*, and Industrial Welfare
11 Commission Wage Order 5 (“Wage Order 5”), in addition to seeking declaratory relief and
12 restitution. This action is brought pursuant to California Code of Civil Procedure section 382.
13 This Court has jurisdiction over Defendants’ violations of the California Labor Code because the
14 amount in controversy exceeds this Court's jurisdictional minimum.

15 **VENUE**

16 2. Venue is proper in this judicial district pursuant to California Code of Civil
17 Procedure sections 395(a) and 395.5, as at least some of the acts and omissions complained of
18 herein occurred in the County of Los Angeles. Defendants transact business within the County of
19 Los Angeles and/or otherwise are found within the County of Los Angeles, and Defendants are
20 within the jurisdiction of this Court for purposes of service of process.

21 **PARTIES**

22 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
23 Plaintiff was and currently is, a California resident living within Los Angeles County. During the
24 four years immediately preceding the filing of this action and within the statute of limitations
25 periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as
26 a non-exempt employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices
27 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed
28 by Labor Code §§ 201-204, 226 *et seq.*, 226.7, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198,

2698 *et seq.*, 2802, and 2804, California Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”), and Wage Order 5, which sets employment standards for the Public Housekeeping industry.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of this action and continuing to the present, Defendants did (and continue to do) business within the County of Los Angeles and the State of California by operating a hotel located in Los Angeles, and therefore, were (and are) doing business in the County of Los Angeles and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined herein) to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course

1 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
2 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
3 members of the Classes.

4 **GENERAL FACTUAL ALLEGATIONS**

5 9. Defendants operate a hotel located in Los Angeles. Plaintiff was employed by
6 Defendants as a non-exempt employee in the position of “Housekeeper” (or similarly titled
7 position) from approximately 2010 through approximately June 2025. Plaintiff’s primary job
8 duties included cleaning the hotel rooms after guest departure, as well as restocking any necessary
9 items.

10 10. During Plaintiff’s employment with Defendants, Defendants failed to compensate
11 Plaintiff and other non-exempt employees for all hours actually worked, including (but not limited
12 to) by requiring and/or permitting employees to work off-the-clock, resulting in unpaid minimum
13 wages. Specifically, Plaintiff was often required to work during her off-duty meal periods.
14 Plaintiff would occasionally clock out for her meal period and a hotel room needed to be cleaned,
15 Defendants would call Plaintiff back to work and require her to finish her meal period at a later
16 time, all without compensating her for the off-the-clock work performed during her off-duty meal
17 period. Due to Defendants’ timekeeping policies and practices that fail to compensate for all hours
18 worked, Plaintiff and other non-exempt employees were deprived of all required minimum wages.

19 11. Defendants also failed to provide Plaintiff and other non-exempt employees with
20 all legally-compliant meal periods due to Defendants’ unlawful meal period policies/practices
21 that failed to provide timely, duty-free 30-minute first meal periods commencing before the end
22 of the fifth hour of work. Specifically, due to work demands imposed by Defendants, Plaintiff
23 and other non-exempt employees were provided with first meal periods commencing after the
24 fifth hour of work. This practice regularly resulted in untimely first meal periods commencing
25 after the completion of five (5) hours of work. Additionally, Defendants paid Plaintiff a “Paid
26 Meal” each workday in the amount of 0.5 hours, suggesting that Plaintiff was required to work
27 an on-duty meal period whereby Plaintiff was paid for the time she took a meal period and was
28 not provided with an off-duty meal period. However, upon information and belief, Plaintiff did

not execute a written on-duty meal period agreement, nor did the nature of Plaintiff's work necessitate an on-duty meal period. Additionally, as alleged above, Plaintiff was regularly interrupted during her meal periods with work demands and instructions to clean rooms during Plaintiff's off-duty meal periods. On those occasions when Plaintiff and other non-exempt employees were not provided with all lawful meal periods to which they were entitled, Defendants failed to pay Plaintiff and other non-exempt employees an additional hour of premium pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7.

12. On occasions when Plaintiff and other non-exempt employees were provided meal periods, Defendants required Plaintiff and other non-exempt employees to keep a cellular phone and/or radio device on their person in order to communicate with their supervisors at all times, in violation of *Augustus v. ABM Security Svcs., Inc.*, (2016) 2 Cal.5th 257. See *id.*, at 269 ("[O]ne cannot square the practice of compelling employees to remain at the ready, tethered by time and policy to particular...communications devices, with the requirement to relieve employees of all work duties and employer control.") (emphasis added). As such, Defendants failed to relinquish control over how Plaintiff and other non-exempt employees spent their meal period.

13. Defendants failed to provide a "net" 30-minute meal period to Plaintiff and other non-exempt employees because Defendants required non-exempt employees to clock out for their meal prior to arriving at the break room. Defendants maintained a single break room located on the 2nd floor of the hotel, while Plaintiff worked on the 7th floor, requiring her to walk and wait for an elevator that could take up to 5 minutes to reach her work area. On occasions when Plaintiff was provided a meal period, Plaintiff did not receive a "net" 30-minute meal period because Plaintiff had to travel approximately 5 minutes away from her work area to reach the break room, all while off-the-clock. Defendants also failed to account for the time Plaintiff and other non-exempt employees were required to walk to and from the designated rest area after clocking out and before clocking in, thereby reducing their meal periods to less than 30.0 minutes "net" away from their workstations.

14. Plaintiff and other non-exempt employees were not authorized and permitted to take all duty-free, ten-minute rest periods for every four (4) hours worked (or major fraction

thereof) due to Defendants' rest period policies/practices. Specifically, Defendants required Plaintiff and other non-exempt employees to carry and be responsive to their cellular phones and/or radio device at all times while on duty in violation of *Augustus*. See *Augustus v. ABM Security Services, Inc.*, (2016) 2 Cal.5th 257, 269 ("[O]ne cannot square the practice of compelling employees to remain at the ready, ***tethered by time and policy to particular...communications devices***, with the requirement to relieve employees of all work duties and employer control during 10-minute rest periods.") (emphasis added). Additionally, Plaintiff was often prevented from taking duty-free rest periods due to the work demands imposed by Defendants. As a result, Defendants failed to pay Plaintiff and other non-exempt employees an additional hour of premium pay at their respective regular rates of pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7. Upon information and belief, Defendants failed to maintain pay codes for the payment of rest period premium payments as required by Labor Code § 226.7.

15. Defendants failed to authorize and permit rest periods for a "net" of 10 minutes. Under California law, Defendants are required to authorize and permit a "net" rest period of 10-minutes that begins when the employee reaches a rest area away from his or her workstation and must be uninterrupted during the duration of the rest period. See e.g., Division of Labor Standards Enforcement Manual ("DLSE Manual") § 45.3.3; *Vaquero v. Stoneledge Furniture LLC*, (2017) 9 Cal.App.5th 98, 111-112 (citing DLSE Manual § 45.3.3 for the proposition that "the rest period begins when the employee reaches an area away from the workstation that is appropriate for rest"); *Augustus v. ABM Security Services, Inc.*, (2016) 2 Cal.5th 257, 260 ("[D]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time"). As with meal periods, Defendants only authorized and permitted rest periods of exactly 10.0 minutes, beginning the moment employees left their workstations and requiring them to return by the end of the 10.0 minutes. However, after leaving their workstations, Plaintiff and other non-exempt employees were required to walk to and from the designated rest area, thereby reducing their rest periods to less than 10.0 minutes "net" away from their workstations.

1 16. Defendants also failed to reimburse Plaintiff and other non-exempt employees for
2 necessary business expenses, including personal cell phone use. Defendants regularly required
3 employees to use their personal phones to communicate with supervisors throughout the day
4 about their work duties and while off the clock. Therefore, employees were required to use their
5 personal cellular phones for necessary work purposes, including to communicate daily with
6 supervisors—who would, for example, call Plaintiff on her personal cellular phone to determine
7 which room she was on or to ask her to complete a room that was not on her assigned list. Upon
8 information and belief, Defendants never reimbursed Plaintiff and other non-exempt employees
9 for a reasonable portion of their cellular phone expenses, as mandated by *Cochran v. Schwan's*
10 *Home Service, Inc.*, (2014) 228 Cal.App.4th 1137, and Labor Code § 2802.

11 17. As a result of Defendants' failure to pay all minimum wages, and meal and rest
12 period premium wages, Defendants maintained inaccurate payroll records for Plaintiff and other
13 non-exempt employees, issued inaccurate wage statements, and failed to pay all final wages owed
14 to Plaintiff and other non-exempt employees upon their respective separations of employment.

15 **CLASS ACTION ALLEGATIONS**

16 18. **Class Definitions:** Plaintiff brings this action on behalf of herself and the
17 following Classes pursuant to section 382 of the Code of Civil Procedure:

- 18 a. The Minimum Wage Class consists of all of Defendants' current and former non-
19 exempt employees in California who were subject to Defendants' timekeeping
20 policies and/or practices for non-exempt employees, during the four years
21 immediately preceding the filing of this action through the present.
- 22 b. The Meal Period Class consists of all Defendants' current and former non-exempt
23 employees in California who worked at least one shift in excess of 5.0 hours
24 without being provided a meal period of at least 30-minutes commencing before
25 the end of the fifth hour of work, during the four years immediately preceding the
26 filing of this action through the present.
- 27 c. The Rest Period Class consists of all Defendants' current and former non-exempt
28 employees in California who worked at least one shift in excess of 3.5 hours,

during the four years immediately preceding the filing of this action through the present.

d. The Reimbursement Class consists of all Defendants' current and former non-exempt employees in California who were required to use their personal cellular phone for work-related purposes without reimbursement and/or were subject to Defendants' reimbursement policies/practices, during the four years immediately preceding the filing of this action through the present.

e. The Waiting Time Class consists of all formerly employed members of the Minimum Wage Class, Meal Period Class, Rest Period Class, and/or Reimbursement Class, who separated their employment from Defendants during the three years immediately preceding the filing of this action through the present.

f. The Wage Statement Class consists of all members of the Minimum Wage Class, Meal Period Class, and/or Rest Period Class who received a wage statement from Defendants during the one year immediately preceding the filing of this action through the present.

19. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than fifty (50) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

20. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated non-exempt employees, which predominate over questions affecting only individual members including, without limitation to:

i. Whether Defendants paid all minimum wages owed for all hours worked to members of the Minimum Wage Class pursuant to Labor Code sections 1182.12, 1194, 1194.2 and 1197;

ii. Whether Defendants' timekeeping policies/practices resulted in the failure to

- properly compensate members of the Minimum Wage Class;
- iii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code sections 226.7 and 512;
 - iv. Whether Defendants authorized and permitted all lawful rest periods to members of the Rest Period Class pursuant to Labor Code sections 226.7 and 516;
 - v. Whether Defendants correctly paid meal and/or rest period premium payments for non-compliant meal and/or rest periods pursuant to Labor Code section 226.7;
 - vi. Whether Defendants failed to reimburse members of the Reimbursement Class for all necessary business expenses incurred pursuant to Labor Code sections 2802 and 2804; and
 - vii. Whether Defendants failed to furnish accurate, itemized wage statements to members of the Wage Statement Class, in violation of Labor Code § 226; and
 - viii. Whether Defendants maintained unlawful policies and/or practices for the timing and amount of payment of final wages to Plaintiff and members of the Waiting Time Class pursuant to Labor Code §§ 201-203.

21. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform timeclock policies/practices, meal and rest period policies/practices, and reimbursement policies/practices. As such, common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

22. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the action. As alleged herein, Plaintiff, like the members of the Classes, was deprived of all minimum wages owed, was not provided all required meal periods, was not authorized and permitted to take all required rest

1 periods, did not receive meal and rest period premium wages for missed or non-compliant meal
2 and rest periods, was not reimbursed for all necessary business expenses, was not provided with
3 accurate, itemized wage statements, and did not receive all final wages owed at the time of her
4 separation from employment.

5 23. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
6 to represent fairly and adequately the interests of the members of the Classes. Moreover,
7 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of
8 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-
9 hour class actions in state and federal courts in the past and are committed to vigorously
10 prosecuting this action on behalf of the members of the Classes.

11 24. **Superiority:** The California Labor Code is broadly remedial in nature and serves
12 an important public interest in establishing minimum working conditions and standards in
13 California. These laws and labor standards protect the average working employee from
14 exploitation by employers who have the responsibility to follow the laws and who may seek to
15 take advantage of superior economic and bargaining power in setting onerous terms and
16 conditions of employment. The nature of this action and the format of laws available to Plaintiff
17 and members of the Classes make the class action format a particularly efficient and appropriate
18 procedure to redress the violations alleged herein. If each employee were required to file an
19 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
20 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
21 their vastly superior financial and legal resources. Moreover, requiring each member of the
22 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
23 employees who would be disinclined to file an action against their former and/or current employer
24 for real and justifiable fear of retaliation and permanent damage to their careers at subsequent
25 employment. Further, the prosecution of separate actions by the individual class members, even
26 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
27 with respect to the individual class members against Defendants herein; and which would
28 establish potentially incompatible standards of conduct for Defendants; and/or legal

determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified herein are maintainable as a Class under section 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION
MINIMUM WAGE VIOLATIONS
(AGAINST ALL DEFENDANTS)

25. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26. Wage Order 5, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon.

27. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 5.

28. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

29. As a direct and proximate result of Defendants' unlawful conduct as alleged

herein, Plaintiff and the Minimum Wage Class have sustained economic damages including, but not limited to, unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and Wage Order 5. Plaintiff and the Class seek recovery pursuant to Wage Order 5 and Labor Code § 1199; interest pursuant to Labor Code §§ 218.6 and 1194 and Civil Code §§ 3287 and 3289; liquidated damages pursuant to Labor Code § 1194.2; attorneys' fees and costs pursuant to Labor Code § 1194; and statutory and/or civil penalties pursuant to Labor Code § 558(a).

30. The foregoing practices and policies are unlawful and create an entitlement to recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages owing, including interest thereon, liquidated damages, statutory and civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 210, 216, 558, 1194, 1194.2, 1197, and 1198, Wage Order 5, and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

31. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

32. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 5, § 11, for the reasons set forth in the factual allegations and class definitions sections of this Complaint. Specifically, Defendants failed to provide compliant first meal periods (timely, duty-free, and 30 minutes of net rest), failed to provide second meal periods for shifts in excess of 10.0 hours, and failed to pay an additional hour of premium pay at the employee's regular rate of pay for each day a compliant meal period was not provided. Despite Defendants' violations, Defendants did not pay an additional hour of premium pay to Plaintiff and members of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 226.7 and 512.

33. As a result, Defendants are responsible for paying premium compensation for meal period violations, including interest thereon, statutory penalties, civil penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 5, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION
REST PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

34. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

35. Wage Order 5, § 12 and Labor Code §§ 226.7 and 516 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

36. As alleged herein, and due to Defendants' unlawful rest period policies and/or practices, Defendants failed to authorize and permit Plaintiff and members of the Rest Period Class to take all paid rest periods to which they were legally entitled, and failed to pay rest period premium wages when rest periods were not authorized and permitted. Despite Defendants' violations, Defendants failed to pay an additional hour of premium pay to Plaintiff and members of the Rest Period Class at their respective regular rates of pay for each violation, as required by California Labor Code § 226.7.

37. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, and 558, Wage Order 5, and Code of Civil Procedure § 1021.5.

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FOURTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

(AGAINST ALL DEFENDANTS)

38. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

39. At all relevant times herein, Defendants were subject to Labor Code section 2802, which states that “an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

40. At all times relevant herein, Defendants were subject to Labor Code section 2804, which states that “any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

41. As alleged herein, due to Defendants’ unlawful reimbursement practices, Defendants failed to indemnify Plaintiff and the members of the Reimbursement Class for all necessary business expenses incurred, including personal cell phone usage.

42. As a proximate result of Defendants’ policies and/or practices in violation of Labor Code sections 2802 and 2804, Plaintiff and members of the Reimbursement Class are entitled to damages, attorneys’ fees and costs of suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code section 2802. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of necessary expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiff and members of the Reimbursement Class are entitled to interest, which shall accrue from the date on which they incurred the necessary expenditure.

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FIFTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(AGAINST ALL DEFENDANTS)

43. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

44. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and members of the Wage Statement Class with complete and accurate wage statements that included, among other requirements, all hours worked, all minimum wages earned, total gross wages earned, all rates of pay, and total net wages earned, in violation of Labor Code § 226 et seq.

45. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum wages owed, and meal and rest period premium wages owed, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

46. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226 et seq., including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 et seq.

SIXTH CAUSE OF ACTION
WAITING TIME PENALTIES
(AGAINST ALL DEFENDANTS)

47. Plaintiff re-alleges and incorporated by reference all previous paragraphs.

48. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wage earned immediately at the time of separation from employment in the event the employer discharges the employee, or if the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her intent to quit, said employee's wages become due and payable not later than 72 hours upon

1 said employee's last date of employment.

2 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
4 at the time of their separation including, among other things, underpaid minimum wages owed,
5 and meal and rest period premium wages. Further, Plaintiff is informed and believes, and based
6 thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay
7 members of the Waiting Time Class all earned wages at the end of employment in a timely manner
8 pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages
9 was willful within the meaning of Labor Code § 203.

10 50. Defendants' willful failure to timely pay Plaintiff and members of the Waiting
11 Time Class all earned wages upon separation from employment results in a continued payment
12 of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and
13 members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203,
14 plus reasonable attorneys' fees and costs of suit.

15 **SEVENTH CAUSE OF ACTION**

16 **UNFAIR COMPETITION**

17 **(AGAINST ALL DEFENDANTS)**

18 51. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

19 52. Defendants have engaged and continue to engage in unfair and/or unlawful
20 business practices in California in violation of California Business and Professions Code § 17200
21 *et seq.* by, amongst other things, failing to pay Plaintiff and the Classes all minimum wages owed;
22 failing to pay all required meal and rest period premium wages owed; failing to reimburse for all
23 necessary business expenses incurred; knowingly failing to furnish complete and accurate,
24 itemized wage statements; and failing to timely pay all final wages owed upon separation from
25 employment.

26 53. Defendants' utilization of these unfair and/or unlawful business practices deprived
27 Plaintiff, and continues to deprive members of the Classes, of compensation to which they are
28 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage

over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

54. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff, for himself and on behalf of the members of the Classes, seeks full restitution of monies as necessary and according to proof to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

55. The acts complained of herein occurred within the last four years immediately preceding the filing this action.

56. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

EIGHTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)

57. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

58. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent

violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
- b. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- c. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- d. Failing to reimburse Plaintiff, the Employee Expense Class, and other aggrieved employees for all necessary work expenses incurred in violation of Labor Code §§ 2802 and 2804;
- e. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- f. Failing to timely pay all final wages and compensation earned by Plaintiff, the Waiting Time Class, and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;
- g. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- h. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved

employees in violation of Labor Code §§ 1174 and 1198.

59. On May 8, 2026, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 58 (a)-(h). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

60. Based on the foregoing, Plaintiff seeks to represent herself and all Aggrieved Employees, as defined by Labor Code § 2699(c).

61. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which she is entitled to receive under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties owed according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512 and 558;
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

1 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
2 special damages according to proof pursuant to Labor Code sections 2802 and 2804;

3 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
4 226 *et seq.*;

5 9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to
6 Labor Code §§ 201-203;

7 10. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the
8 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
9 practices declared by this Court to be in violation of California Business and Professions Code §
10 17200 *et seq.*;

11 11. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other
12 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
13 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
14 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional
15 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
16 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
17 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
18 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
19 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
20 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
21 each initial violation and \$200 for each subsequent violation per employee per pay period for
22 those violations of the Labor Code for which no civil penalty is specifically provided, based on
23 the Labor Code violations identified in Paragraph 58 (a)-(h);

24 12. Prejudgment interest on all due and unpaid wages pursuant to California Labor
25 Code § 218.6 and Civil Code §§ 3287 and 3289;

26 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code
27 §§ 218.5, 226, 1194 *et seq.*, 2699(g), and 2802(c), and Code of Civil Procedure § 1021.5; and

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1 14. For such other and further relief the Court may deem just and proper.

2
3 Dated: July 13, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

4
5 By: _____



6 Paul K. Haines
7 Attorneys for Plaintiff

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

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11 Dated: July 13, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

12
13 By: _____



14 Paul K. Haines
15 Attorneys for Plaintiff
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